

Collocation Space, Embarq shall provide no security specific to CLECINTRADO COMM's Collocation Space. Embarq shall not be liable to CLECINTRADO COMM or any other party for loss of or damage to the Collocation Space or CLECINTRADO COMM equipment unless Embarq has failed to provide Building and Premises security in accordance with its normal business practices.

- 87.4. Embarq shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which CLECINTRADO COMM has access pursuant to the terms of this Agreement twenty-four (24) hours a day, seven (7) days a week. Freight elevator service when used by CLECINTRADO COMM's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Embarq.

88. CO-CARRIER CROSS CONNECTION

- 88.1. Co-carrier cross-connects ("CCXCs") are connections between CLECINTRADO COMM and another collocated Telecommunications Carrier other than Embarq, and are only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Embarq Premises, provided that the collocated equipment is also used for interconnection with Embarq and/or for access to Embarq's unbundled Network Elements. Embarq shall provide such CCXCs from CLECINTRADO COMM's collocation arrangement to the collocation arrangement of another Telecommunications Carrier in the same Embarq premises under the terms and conditions of this Agreement. CCXC is provided at the same transmission level from CLECINTRADO COMM to another Telecommunications Carrier.

- 88.1.1. Embarq will provide such CCXCs for non-adjacent collocation arrangements at the expense of CLECINTRADO COMM per CLECINTRADO COMM's request. Embarq will provide connections between CLECINTRADO COMM's own non-adjacent virtual and/or physical collocation arrangements within the same central office at the expense of CLECINTRADO COMM and provisioned per CLECINTRADO COMM's order.

- 88.1.2. Embarq, at its sole discretion, shall permit CLECINTRADO COMM to self-provision CCXCs to interconnect its network with that of another adjacently collocated Telecommunications Carrier in the same Embarq Premises without application.

- 88.1.3. In those cases where CLECINTRADO COMM's Virtual and/or Physical Collocation space is adjacent in the Central Office, CLECINTRADO COMM may have the option, at Embarq's sole discretion, of using CLECINTRADO COMM's own technicians to deploy direct connections ("DCs") using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure according to Embarq's technical and safety standards.

- 88.2. The term "Adjacent" in this Section ~~Error! Reference source not found.~~⁸⁷ refers to collocation arrangements in the same Premises that have a common border; and is not referring to the form of Physical Collocation as described in 47 CFR 51.323(k)(3).

89. RATES

- 89.1. The rates for collocation are listed on Table Two.
- 89.2. If CLECINTRADO COMM is the first collocater in the Embarq premises, CLECINTRADO COMM will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocater requests for collocation options directly attributable to the requesting collocater will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.
- 89.3. The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If Embarq is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of CLECINTRADO COMM's Collocation Arrangement, Embarq will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLECINTRADO COMM collocated within the Premises, based on the total space utilized by each collocated CLECINTRADO COMM. Should Embarq benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Embarq be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a CLECINTRADO COMM was collocated in the Premises), Embarq shall absorb all of the costs related to such an upgrade.
- 89.4. Facility Modifications
- 89.4.1. To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available.
- 89.4.2. If a non-requesting party benefits from the modification, e.g., using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.
- 89.4.3. None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.

- 89.4.4. If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.
- 89.4.5. Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

90. EMBARQ SERVICES AND OBLIGATIONS

- 90.1. Embarq shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the building. Embarq shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by CLECINTRADO COMM to Embarq in its Application which CLECINTRADO COMM hereby represents to Embarq is sufficient to allow the CLECINTRADO COMM equipment to function without risk of harm or damage to the Collocation Space, the building or any equipment or facilities of Embarq or any other occupant of the building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.
- 90.1.1. If CLECINTRADO COMM locates equipment or facilities in the Collocation Space which Embarq determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by Embarq in the building, Embarq reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by CLECINTRADO COMM's equipment or facilities shall be paid by CLECINTRADO COMM to Embarq. If supplementary air conditioning units or other environmental control devices are required for more than one CLECINTRADO COMM each CLECINTRADO COMM will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.
- 90.2. If Embarq, in the exercise of its reasonable business judgment, determines that the electricity provided to CLECINTRADO COMM pursuant to this Section is insufficient to support the activity being carried on by the CLECINTRADO COMM in the Collocation Space, Embarq may require the installation of additional electrical circuits to provide CLECINTRADO COMM with additional electricity and CLECINTRADO COMM shall reimburse Embarq for any expenses incurred in making such additional electrical circuits available to

CLECINTRADO COMM's Collocation Space. CLECINTRADO COMM shall also pay for additional electricity provided via these circuits.

- 90.2.1. CLECINTRADO COMM covenants and agrees that Embarq shall not be liable or responsible to CLECINTRADO COMM for any loss, damage or expense which CLECINTRADO COMM may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for CLECINTRADO COMM's requirements.
- 90.2.2. CLECINTRADO COMM agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the CLECINTRADO COMM's equipment shall not exceed the requested capacity.
- 90.2.3. Central office power supplied by Embarq into the CLECINTRADO COMM equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated CLECINTRADO COMM equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLECINTRADO COMM equipment. The termination location shall be as agreed by the parties.
- 90.2.4. Embarq shall provide power as requested by CLECINTRADO COMM to meet CLECINTRADO COMM's need for placement of equipment, interconnection, or provision of service.
- 90.2.5. Embarq power equipment supporting CLECINTRADO COMM's equipment shall:
 - (a) Comply with applicable industry standards (e.g., Telcordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at Parity with that provided for similar Embarq equipment;
 - (b) Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for CLECINTRADO COMM equipment, or, at minimum, at parity with that provided for similar Embarq equipment;
 - (c) Provide, upon CLECINTRADO COMM's request and at CLECINTRADO COMM's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) CLECINTRADO COMM traffic;
 - (d) Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of

CLECINTRADO COMM equipment plus or minus two (2) feet to the left or right of CLECINTRADO COMM's final request; and

- (f) Provide feeder cable capacity and quantity to support the ultimate equipment layout for CLECINTRADO COMM's equipment in accordance with CLECINTRADO COMM's collocation request.

90.2.6. Embarq shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;

90.2.7. Embarq shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

90.2.8. Embarq will provide CLECINTRADO COMM with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CLECINTRADO COMM equipment located in Embarq facility. Embarq shall provide CLECINTRADO COMM immediate notification by telephone of any emergency power activity that would impact CLECINTRADO COMM's equipment.

90.3. Embarq shall provide fire protection systems in Embarq buildings and on Embarq premises as required by Federal and State regulatory rules and in full compliance with local ordinances. Embarq shall furnish fire or smoke detection systems designed to comply with the National Fire Protection Association (NFPA) Standards on Automatic Fire Detectors.

90.3.1. Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Embarq as required by applicable fire codes.

90.3.2. Embarq and Embarq's insurance carriers will perform regular inspections of fire protection systems, and CLECINTRADO COMM hereby agrees to provide Embarq and Embarq's insurance carriers access to the Collocation Space for purposes of such inspections, via pass key or otherwise. Embarq agrees to provide CLECINTRADO COMM with notice of its intent to access CLECINTRADO COMM's Collocation Space where, in Embarq's sole discretion, such notice is practicable; provided, however, that no failure of Embarq to give such notice will affect Embarq's right of access or impose any liability on Embarq. Embarq will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of CLECINTRADO COMM, its employees, agents or invitees, in which case CLECINTRADO COMM shall reimburse Embarq for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the CLECINTRADO COMM shall, if at fault, and at Embarq's option, replace Halon or other

fire extinguishing material discharged as a result of CLECINTRADO COMM's act or omission. CLECINTRADO COMM shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if CLECINTRADO COMM is aware of damage to the fire protection systems it shall promptly notify Embarq.

90.3.3. CLECINTRADO COMM is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, Embarq is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the willful misconduct of Embarq, its officers, agents or employees.

90.4. Embarq shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, building and Premises, in a manner consistent with Embarq's normal business practices.

90.4.1. Embarq shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by CLECINTRADO COMM. If Embarq shall fail to commence the repairs or maintenance within twenty (20) Days after written notification, provided that the delay are not caused by CLECINTRADO COMM, CLECINTRADO COMM's sole right and remedy shall be, after further notice to Embarq, to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

90.4.2. Embarq shall, where practical, provide CLECINTRADO COMM with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that Embarq shall have no obligation to provide such notice if Embarq determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Collocation Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by Embarq. CLECINTRADO COMM shall pay Embarq for overtime and for any other expenses incurred if such work is done during other than normal working hours at CLECINTRADO COMM's request. CLECINTRADO COMM shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.

90.4.3. The cost of all repairs and maintenance performed by or on behalf of Embarq to the Collocation Space which are, in Embarq's reasonable judgment, beyond normal repair and maintenance, or are made necessary

as a result of misuse or neglect by CLECINTRADO COMM or CLECINTRADO COMM's employees, invitees or agents, shall be paid by CLECINTRADO COMM to Embarq within ten (10) Days after being billed for the repairs and maintenance by Embarq.

- 90.5. Embarq shall provide CLECINTRADO COMM with notice via email three (3) Business Days prior to those instances where Embarq or its subcontractors perform work which is known to be a service affecting activity.. Embarq will inform CLECINTRADO COMM by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after Embarq learns that such outage has occurred.
- 90.6. Embarq reserves the right to stop any service when Embarq deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Embarq agrees to use its best efforts not to interfere with CLECINTRADO COMM's use of Collocation Space. Embarq does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Embarq.
- 90.6.1. No such interruption of service shall be deemed an eviction or disturbance of CLECINTRADO COMM's use of the Collocation Space or any part thereof, or render Embarq liable to CLECINTRADO COMM for damages, by abatement of CLECINTRADO COMM Fees or otherwise, except as set forth in the Tariff, or relieve CLECINTRADO COMM from performance of its obligations under this Agreement. CLECINTRADO COMM hereby waives and releases all other claims against Embarq for damages for interruption or stoppage of service.
- 90.7. For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, CLECINTRADO COMM shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the building, common areas, Collocation Space and common cable space.
- 90.7.1. Embarq reserves the right to close and keep locked all entrance and exit doors of the Premises during hours Embarq may deem advisable for the adequate protection of the Premises. Use of the Premises at any time it is unattended by appropriate Embarq personnel, or on Sundays and state and federal or other holidays recognized by Embarq, or, if CLECINTRADO COMM's Collocation Space is not fully segregated from areas of the Premises containing Embarq equipment, shall be subject to such reasonable rules and regulations as Embarq may from time to time prescribe for its own employees and third party contractors.
- 90.7.2. Embarq reserves the right to require all persons entering or leaving the Premises during such hours as Embarq may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter,

and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises. Embarq is not responsible and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises.

90.8. Embarq shall have access to CLECINTRADO COMM's Physical Collocation Space at all times, via pass key or otherwise, to allow Embarq to react to emergencies, to maintain the space (not including CLECINTRADO COMM's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Embarq, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of the CLECINTRADO COMM's Collocation Space has been established, and if conditions permit, Embarq will provide CLECINTRADO COMM with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing CLECINTRADO COMM the option to be present at the time of access. CLECINTRADO COMM shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

90.8.1. Embarq may enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Embarq deems necessary. CLECINTRADO COMM hereby waives any claim for damage, injury, interference with CLECINTRADO COMM's business, any loss of occupancy or quiet enjoyment of the Collocation Space, and any other loss occasioned by the exercise of Embarq's access rights, except in the event such damages result solely from the willful misconduct of Embarq.

90.8.2. Embarq may use any means Embarq may deem proper to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by Embarq by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of CLECINTRADO COMM from the Collocation Space or any portion thereof.

91. CLECINTRADO COMM'S OBLIGATIONS

91.1. CLECINTRADO COMM shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. CLECINTRADO COMM shall promptly notify Embarq of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, and other mechanical facilities in the Collocation Space). CLECINTRADO COMM shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.

91.2. CLECINTRADO COMM agrees to abide by all of Embarrq's security practices for non-Embarrq employees with access to the building, including, without limitation:

91.2.1. CLECINTRADO COMM must obtain non-employee photo identification cards for each CLECINTRADO COMM employee or vendor. Temporary identification cards may otherwise be provided by Embarrq for employees or agents, contractors and invitees of CLECINTRADO COMM who may require occasional access to the Collocation Space.

91.2.2. CLECINTRADO COMM will supply to Embarrq the completed access form for employees or approved vendors who require access to the Premises. Embarrq may reasonably deny access to any person into the building. Embarrq's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Embarrq. Embarrq may issue security cards, codes, or keys to CLECINTRADO COMM's listed employees or vendors where such systems are available and their use by CLECINTRADO COMM will not otherwise compromise building security. The rate for the issuance of security cards is listed on Table Two.

91.2.3. CLECINTRADO COMM is responsible for returning identification and security cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. CLECINTRADO COMM will reimburse Embarrq actual costs due to unreturned or replacement cards, codes, or keys.

91.2.4. In the event that a key is lost, CLECINTRADO COMM is responsible for costs associated with recoring locks and reissuing keys to Embarrq and other parties authorized to access the Premise.

91.2.5. CLECINTRADO COMM's employees, agents, invitees and vendors must display identification cards at all times.

91.2.6. CLECINTRADO COMM will assist Embarrq in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.

91.2.7. Removal of all furniture, equipment or similar articles will be based on local Embarrq security practices. These security practices will not be more stringent for CLECINTRADO COMM than Embarrq requires for its own employees or Embarrq's contractors.

91.2.8. Before leaving the Collocation Space unattended, CLECINTRADO COMM shall close and securely lock all doors and windows and shut off

unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of Embarq or any other party with equipment in the Building resulting from CLECINTRADO COMM's failure to do so shall be the responsibility of CLECINTRADO COMM. CLECINTRADO COMM will defend and indemnify Embarq from and against any claim by any person or entity resulting in whole or in part from CLECINTRADO COMM's failure to comply with this Section.

91.2.9. CLECINTRADO COMM agrees that Embarq may provide a security escort for physical collocation, at no cost or undue delay to CLECINTRADO COMM, to CLECINTRADO COMM personnel while on Embarq Premises. While such escort shall not be a requirement to CLECINTRADO COMM's entry into the Building, CLECINTRADO COMM must allow the security escort to accompany CLECINTRADO COMM personnel at all times and in all areas of the Building, including the Collocation Space, if so requested.

91.2.10. CLECINTRADO COMM shall post in a prominent location visible from the common building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for 24 hour emergency use by Embarq. CLECINTRADO COMM shall promptly update this information as changes occur.

91.3. CLECINTRADO COMM will provide Embarq with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Embarq equipment located in CLECINTRADO COMM facility. CLECINTRADO COMM shall provide Embarq immediate notification by telephone of any emergency power activity that would impact Embarq equipment.

91.4. CLECINTRADO COMM shall not provision and/or install Uninterruptible Power Supply ("UPS") systems within the Embarq premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.

91.5. CLECINTRADO COMM shall not place Electro-Chemical Storage Batteries of any type inside the Collocation Space.

91.6. CLECINTRADO COMM shall provide Embarq with written notice three (3) Business Days prior to those instances where CLECINTRADO COMM or its subcontractors perform work, which is to be a known service affecting activity. CLECINTRADO COMM will inform Embarq by e-mail of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after CLECINTRADO COMM learns that such outage has occurred so that Embarq can take any action required to monitor or protect its service.

- 91.7. CLECINTRADO COMM may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by CLECINTRADO COMM and at CLECINTRADO COMM's expense, Embarq will provide basic telephone service with a connection jack in the Collocation Space.
- 91.8. CLECINTRADO COMM shall, with the prior written consent of Embarq, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that CLECINTRADO COMM may not install or use sprinklers or carbon dioxide fire suppression systems within the building or the Collocation Space.
- 91.8.1. If any governmental bureau, department or organization or Embarq's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the building in which the Collocation Space of CLECINTRADO COMMs in general are located, such changes, modifications, or additions shall be made by Embarq and CLECINTRADO COMM shall reimburse Embarq for the cost thereof in the same proportion as the size of the CLECINTRADO COMM's Collocation Space as compared to the total available collocation space in the affected portion of the building.
- 91.9. CLECINTRADO COMM shall identify and shall notify Embarq in writing of any Hazardous Materials CLECINTRADO COMM may bring onto the Premises, and will provide Embarq copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 USC 11001, *et seq.*). CLECINTRADO COMM, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. CLECINTRADO COMM will promptly notify Embarq of any releases of Hazardous Materials and will copy Embarq on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.
- 91.9.1. CLECINTRADO COMM shall provide Embarq copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 CFR 1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 CFR 1910.1200 and applicable state regulations if such regulations are more stringent.
- 91.9.2. If Embarq discovers that CLECINTRADO COMM has brought onto Embarq's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Embarq may, at Embarq's option and without

penalty, terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. CLECINTRADO COMM shall be responsible for, without cost to Embarq, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. CLECINTRADO COMM shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If Embarq elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, CLECINTRADO COMM shall have no recourse against Embarq and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Embarq for defaults under this Agreement.

91.9.3. CLECINTRADO COMM shall indemnify and hold harmless Embarq, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, Embarq or asserted against Embarq by any other party or parties (including, without limitation, Embarq's employees and/or contractors and any governmental entity) arising out of, or in connection with, CLECINTRADO COMM's use, storage or disposal of Hazardous Materials.

91.9.4. For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 CFR Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 USC Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 USC Section 2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

91.10. CLECINTRADO COMM shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the building. CLECINTRADO COMM shall not do or permit anything to be done upon the Collocation Space which may in

any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Embarq, any other occupant of the building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.

- 91.10.1. ~~CLECINTRADO~~ COMM shall not exceed the Uniformly Distributed Live Load Capacity. Embarq shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. ~~CLECINTRADO~~ COMM agrees to provide Embarq with equipment profile information prior to installation authorization.
- 91.10.2. ~~CLECINTRADO~~ COMM shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the building, or on the Collocation Space, without the prior written consent of Embarq.
- 91.10.3. ~~CLECINTRADO~~ COMM shall not use the name of the building or Embarq for any purpose other than that of the business address of ~~CLECINTRADO~~ COMM, or use any picture or likeness of the building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Embarq.
- 91.10.4. ~~CLECINTRADO~~ COMM shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in Sections 3 and 11 of this Agreement without the prior written consent of Embarq.
- 91.10.5. ~~CLECINTRADO~~ COMM shall not place anything or allow anything to be placed near the glass of any door, partition or window which Embarq determines is unsightly from outside the Collocation Space; take or permit to be taken in or out of other entrances of the building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. ~~CLECINTRADO~~ COMM shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the building.
- 91.10.6. ~~CLECINTRADO~~ COMM shall not, without the prior written consent of Embarq install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. Embarq may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

- 91.10.7. CLECINTRADO COMM shall not use the Collocation Space for housing, lodging or sleeping purposes.
- 91.10.8. CLECINTRADO COMM shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.
- 91.10.9. CLECINTRADO COMM shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.
- 91.11. CLECINTRADO COMM, its employees, agents, contractors, and business invitees shall:
 - 91.11.1. comply with all rules and regulations which Embarq may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the building, the Premises and the Collocation Space and its tenants and occupants, and
 - 91.11.2. comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.
- 91.12. CLECINTRADO COMM shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to Embarq and securing the prior written consent of Embarq in each instance. Embarq's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of CLECINTRADO COMM.
 - 91.12.1. All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Embarq's transaction of business. CLECINTRADO COMM shall permit Embarq to inspect all construction operations within the Collocation Space.
 - 91.12.2. All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of CLECINTRADO COMM or others shall become the property of Embarq, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, Embarq shall have the right to require CLECINTRADO COMM to

remove such fixtures and installations, alterations or additions at CLECINTRADO COMM's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

91.12.3. All fixtures and other equipment to be used by CLECINTRADO COMM in, about or upon the Collocation Space shall be subject to the prior written approval of Embarq, which shall not be unreasonably withheld.

91.13. Fireproofing Policy. CLECINTRADO COMM shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of Embarq. If CLECINTRADO COMM desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of CLECINTRADO COMM. Embarq shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Embarq's fireproofing policy, any penetrations by CLECINTRADO COMM, whether in the Collocation Space, the building or otherwise, shall be sealed as quickly as possible by CLECINTRADO COMM with Embarq-approved fire barrier sealants, or by Embarq at CLECINTRADO COMM's cost.

91.14. Equipment Grounding. CLECINTRADO COMM equipment shall be connected to Embarq's grounding system.

91.15. Representations and Warranties. CLECINTRADO COMM hereby represents and warrants that the information provided to Embarq in any Application or other documentation relative to CLECINTRADO COMM's request for telecommunications facility interconnection and Central Office building collocation as contemplated in this Agreement is and shall be true and correct, and that CLECINTRADO COMM has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

92. BUILDING RIGHTS

92.1. Embarq may, without notice to CLECINTRADO COMM:

92.1.1. Change the name or street address of the Premises;

92.1.2. Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;

92.1.3. Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;

- 92.1.4. Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding CLECINTRADO COMM's safes;
- 92.1.5. Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;
- 92.1.6. Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as Embarq shall direct and in all events at CLECINTRADO COMM's sole risk and responsibility;
- 92.1.7. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities. Embarq shall limit inconvenience or annoyance to CLECINTRADO COMM as reasonably possible under the circumstances;
- 92.1.8. Do or permit to be done any work in or about the Collocation Space or the Premises or any adjacent or nearby building, land, street or alley;
- 92.1.9. Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude CLECINTRADO COMM from the use expressly permitted by this Agreement, unless Embarq exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;
- 92.1.10. Close the Building at such reasonable times as Embarq may determine, under such reasonable regulations as shall be prescribed from time to time by Embarq subject to CLECINTRADO COMM's right to access.
- 92.2. If the owner of the Building or Embarq sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Embarq's performance under this Agreement shall be excused to the extent of the inconsistency. Embarq hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Embarq to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

- 92.3. This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and CLECINTRADO COMM agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

93. INDEMNIFICATION

- 93.1. CLECINTRADO COMM shall indemnify and hold Embarq harmless from any and all claims arising from:

- 93.1.1. CLECINTRADO COMM's use of the Collocation Space;
- 93.1.2. the conduct of CLECINTRADO COMM's business or from any activity, work or things done, permitted or suffered by CLECINTRADO COMM in or about the Collocation Space or elsewhere;
- 93.1.3. any and all claims arising from any breach or default in the performance of any obligation on CLECINTRADO COMM's part to be performed under the terms of this Agreement; and
- 93.1.4. any negligence of the CLECINTRADO COMM, or any of CLECINTRADO COMM's agents, and fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

- 93.2. If any action or proceeding is brought against Embarq by reason of any such claim, CLECINTRADO COMM, upon notice from Embarq, shall defend same at CLECINTRADO COMM's expense employing counsel satisfactory to Embarq.

- 93.3. CLECINTRADO COMM shall at all times indemnify, defend, save and hold harmless Embarq from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of CLECINTRADO COMM, or out of any work performed, material furnished, or obligations incurred by CLECINTRADO COMM in, upon or otherwise in connection with the Collocation Space. CLECINTRADO COMM shall give Embarq written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation Space in order to afford Embarq the opportunity of filing appropriate notices of non-responsibility. However, failure by Embarq to give notice does not reduce CLECINTRADO COMM's liability under this Section.

- 93.3.1. If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, CLECINTRADO COMM shall give Embarq written notice thereof as soon as CLECINTRADO COMM obtains such knowledge.
- 93.3.2. CLECINTRADO COMM shall, at its expense, within thirty (30) Days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Embarq, at the cost and

for the account of CLECINTRADO COMM, from obtaining such discharge and release if CLECINTRADO COMM fails or refuses to do the same within the thirty-day period.

- 93.3.3. If CLECINTRADO COMM has first discharged the lien as provided by law, CLECINTRADO COMM may, at CLECINTRADO COMM's expense, contest any mechanic's lien in any manner permitted by law.

94. PARTIAL DESTRUCTION

- 94.1. If the Collocation Space or a portion thereof sufficient to make the Collocation Space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Embarq may, at its option, restore the Collocation Space to its previous condition. CLECINTRADO COMM's rights to the applicable Collocation Space shall not terminate unless, within ninety (90) Days after the occurrence of such casualty, Embarq notifies CLECINTRADO COMM of its election to terminate CLECINTRADO COMM's rights to the applicable Collocation Space. If Embarq does not elect to terminate CLECINTRADO COMM's rights to the applicable Collocation Space, Embarq shall repair the damage to the Collocation Space caused by such casualty.
- 94.2. Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of CLECINTRADO COMM, its agents, employees, contractors, CLECINTRADO COMMs, customers or business invitees, unless Embarq otherwise elects, the CLECINTRADO COMM's rights to the applicable Collocation Space shall not terminate, and, if Embarq elects to make such repairs, CLECINTRADO COMM shall reimburse Embarq for the cost of such repairs, or CLECINTRADO COMM shall repair such damage, including damage to the building and the area surrounding it, and the License Fee shall not abate.
- 94.3. If the building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Embarq may, at its election within ninety (90) Days of such casualty, terminate CLECINTRADO COMM's rights to the applicable Collocation Space by giving written notice of its intent to terminate CLECINTRADO COMM's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective thirty (30) Days after the date of the notice.

95. EMINENT DOMAIN

- 95.1. If the Premises, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, CLECINTRADO COMM's rights to the applicable Collocation Space shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of

the Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, Embarq shall have the right to terminate CLECINTRADO COMM's rights to the applicable Collocation Space upon not less than 30 Days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Embarq to CLECINTRADO COMM for such cancellation, and the CLECINTRADO COMM shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

96. BANKRUPTCY

96.1. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against CLECINTRADO COMM, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare CLECINTRADO COMM insolvent or unable to pay CLECINTRADO COMM's debts, or CLECINTRADO COMM makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for CLECINTRADO COMM or for the major part of CLECINTRADO COMM's property, Embarq may, if Embarq so elects but not otherwise, and with or without notice of such election or other action by Embarq, forthwith terminate this Agreement.

97. ASBESTOS

97.1. CLECINTRADO COMM is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and CLECINTRADO COMM is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). CLECINTRADO COMM agrees that it is responsible for contacting the appropriate Embarq manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that CLECINTRADO COMM's employees, agents, or contractors may reasonably expect to encounter while performing activities in the Premises. CLECINTRADO COMM shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from CLECINTRADO COMM's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Embarq. Embarq agrees to provide CLECINTRADO COMM reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect CLECINTRADO COMM's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Embarq will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Embarq Premises.

98. MISCELLANEOUS

- 98.1. CLECINTRADO COMM warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Embarq from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.
- 98.2. Submission of this instrument for examination or signature by Embarq does not constitute a reservation of or option for license and it is not effective, as a license or otherwise, until execution and delivery by both Embarq and CLECINTRADO COMM.
- 98.3. Neither Embarq nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by CLECINTRADO COMM by implication or otherwise unless expressly set forth herein.
- 98.4. In the event of work stoppages, Embarq may establish separate entrances for use by personnel of CLECINTRADO COMM. CLECINTRADO COMM shall comply with any emergency operating procedures established by Embarq to deal with work stoppages.
- 98.5. The individuals executing this Agreement on behalf of CLECINTRADO COMM represent and warrant to Embarq they are fully authorized and legally capable of executing this Agreement on behalf of CLECINTRADO COMM.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives.

"Customer"

"Embarq"

By: Intrado Communications Inc.

By: _____

Name : Thomas W. Hicks

Name: William E. Cheek

Title: Director -- Carrier Relations

Title: President Wholesale Markets

Date: _____

Date: _____

TABLE ONE [WHERE ARE THE PRICE LISTS?]

TABLE TWO

EXHIBIT A

ATTACHMENT 9

From: Hicks, Thomas
Sent: Wednesday, October 10, 2007 2:26 PM
To: Feeney, Kathryn L [EQ]
Cc: Hicks, Thomas
Subject: RE: Intrado Edited Embarq 251 Interconnection Agreement w-T&C red lines

Great and timely feedback Kathryn. I will pass it along to our legal team for consideration and get back to you soon.

Thanks,

Tom Hicks, ENP
Intrado Inc.
Director- Regulatory Affairs
Tel: (972) 772-5883
Mob: (972) 342-4482
Email: thomas.hicks@intrado.com

From: Feeney, Kathryn L [EQ] [mailto:Kathryn.L.Feeney@Embarq.com]
Sent: Wednesday, October 10, 2007 2:13 PM
To: Hicks, Thomas
Subject: RE: Intrado Edited Embarq 251 Interconnection Agreement w-T&C red lines

Here is Embarq's feed back on the insurance mods.

- 10.4 OK as amended
- 12.6 OK as this is what is intended in the loss payable provision anyway
- 12.7 Although this is redundant to the concept of unlimited indemnification elsewhere in the contract, I prefer this phrase be retained as there should be no limitation of otherwise accepted responsibility solely due to the amount of insurance purchased.
- 12.8 OK as amended as this is the target of the concern anyway
- 12.9 Although the standard COI form uses the phrase "endeavor to" notify, this is unacceptable as there is no requirement to do so. The policy can be amended to confirm notice of cancellation with a corresponding certificate amendment to cross out the words "endeavor to" on the form.

From: Hicks, Thomas [mailto:Thomas.Hicks@Intrado.com]
Sent: Monday, October 08, 2007 12:17 PM
To: Feeney, Kathryn L [EQ]
Cc: Hicks, Thomas
Subject: Intrado Edited Embarq 251 Interconnection Agreement w-T&C red lines

Kathryn,

We have now concluded our review of the "Terms and Conditions" and have made the following edits in the attached version of our red lines. The added text is in **Blue**, and the deleted text is in **Red**

From: Feeney, Kathryn L [EQ] [mailto:Kathryn.L.Feeney@Embarq.com]
Sent: Wednesday, October 10, 2007 2:13 PM
To: Hicks, Thomas
Subject: RE: Intrado Edited Embarq 251 Interconnection Agreement w-T&C red lines

Here is Embarq's feed back on the insurance mods.

- 10.4 OK as amended
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- 12.9 Although the standard COI form uses the phrase "endeavor to" notify, this is unacceptable as there is no requirement to do so. The policy can be amended to confirm notice of cancellation with a corresponding certificate amendment to cross out the words "endeavor to" on the form.

From: Hicks, Thomas [mailto:Thomas.Hicks@Intrado.com]
Sent: Monday, October 08, 2007 12:17 PM
To: Feeney, Kathryn L [EQ]
Cc: Hicks, Thomas
Subject: Intrado Edited Embarq 251 Interconnection Agreement w-T&C red lines

Kathryn,

We have now concluded our review of the "Terms and Conditions" and have made the following edits in the attached version of our red lines. The added text is in **Blue**, and the deleted text is in **Red**

10.4 "EMBARQ SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF CLEC'S EQUIPMENT AND OTHER PREMISES **ONLY TO THE EXTENT IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY EMBARQ'S [SOLE] NEGLIGENCE OR WILLFULL MISCONDUCT.**"

12. Insurance

12.6. "All Risk" property insurance on a full replacement cost basis insuring INTRADO COMM's property situated on or within the Property, naming Embarq as loss payee **to the extent Embarq can demonstrate financial interest in said property.** INTRADO COMM may elect to insure business interruption and contingent business interruption, as it is agreed that Embarq has no liability for loss of profit or revenues should an interruption of service occur.

12.7. **Deleted "Nothing contained in this Section shall limit INTRADO COMM's liability to Embarq to the limits of insurance certified or carried."**

12.8. All policies required of the INTRADO COMM shall contain evidence of the insurer's waiver of the right of subrogation against Embarq for any insured loss covered thereunder **with respect to property only.** All policies of

ATTACHMENT 10

From: Hicks, Thomas
Sent: Wednesday, October 24, 2007 8:59 AM
To: Feeney, Kathryn L [EQ]
Cc: Hicks, Thomas
Subject: RE: Intrado-Embarq Negotiations

Thank you Kathryn.

We look forward to your response, and please feel free to call me if you should need any clarification of our proposed edits.

Tom Hicks, ENP
Intrado Inc.
Director-Carrier Relations
Tel: (972) 772-5883
Mob: (972) 342-4482
Email: thomas.hicks@intrado.com

From: Feeney, Kathryn L [EQ] [mailto:Kathryn.L.Feeney@Embarq.com]
Sent: Wednesday, October 24, 2007 8:55 AM
To: Hicks, Thomas
Subject: Negotiations

Tom - I just wanted to touch base with you. We are working on a response to you, but it is taking longer than anticipated. I hope to have something for your review by early next week.

Kathryn L. Feeney
Manager - Contract Management
9300 Metcalf
Overland Park, KS 66212
Mailstop: KSOPKB0402-4674
(v) 913-534-2313
(f) 913-534-7833
Kathryn.L.Feeney@embarq.com

ATTACHMENT 11

From: Feeney, Kathryn L [EQ] [mailto:Kathryn.L.Feeney@embarq.com]
Sent: Thursday, November 01, 2007 2:38 PM
To: Hicks, Thomas
Subject: Negotiations

Tom:

Embarq's regulatory policy and legal departments have reviewed your request for interconnection under §251(c)(2) of the Act. The database network arrangements Intrado has requested are for the exchange of data or information, not for the transmission of local telephone exchange and exchange access telecommunications. As such, they are not subject to the interconnection obligations of §251(c)(2) of the Act. However, we may be able to work out an arrangement under a commercial agreement and would like to get some more details from you. We are available for a call November 13th, 14th or 15th from 4 to 5 CST. Does that time on one of those days work for you?

Kathryn L. Feeney
Manager - Contract Management
9300 Metcalf
Overland Park, KS 66212
Mailstop: KSOPKB0402-4674
(v) 913-534-2313
(f) 913-534-7833
Kathryn.L.Feeney@embarq.com

From: Feeney, Kathryn L [EQ] [mailto:Kathryn.L.Feeney@embarq.com]
Sent: Thursday, November 01, 2007 3:26 PM
To: Hicks, Thomas
Subject:

Tom - I got your vm and am trying to get some times together for a meeting tomorrow or early next week. I have been asked to clarify one point in my earlier email to you. We do believe that parts of the request fall under 251a but not 251b and 251c so arbitration doesn't apply. We take the position that a 251a agreement is a commercial agreement.

Kathryn L. Feeney
Manager - Contract Management
9300 Metcalf
Overland Park, KS 66212
Mailstop: KSOPKB0402-4674
(v) 913-534-2313
(f) 913-534-7833
Kathryn.L.Feeney@embarq.com

ATTACHMENT 12

From: Hicks, Thomas
Sent: Thursday, November 01, 2007 4:09 PM
To: Feeney, Kathryn L [EQ]
Cc: Hicks, Thomas
Subject: RE: Conference call

Thank you Kathryn. I will be joined by Rebecca Ballesteros, attorney, Carl Smith, product management, and Cindy Clugy, our interconnection consultant.

Have a nice weekend,

Tom Hicks, ENP
Intrado Inc.
Director-Carrier Relations
Tel: (972) 772-5883
Mob: (972) 342-4482
Email: thomas.hicks@intrado.com

From: Feeney, Kathryn L [EQ] [<mailto:Kathryn.L.Feeney@embarq.com>]
Sent: Thursday, November 01, 2007 3:52 PM
To: Hicks, Thomas
Subject: RE: Conference call

I scheduled us for Friday, Nov. 9th from 1 to 2:30 CST. My bridge is 866-459-9589 Code 913-315-7858#. We will have Bill Watkins, attorney; Mike Maples, regulatory policy; Jennifer Trowbridge and Cindy Richartz, product management on the call.

From: Hicks, Thomas [<mailto:Thomas.Hicks@Intrado.com>]
Sent: Thursday, November 01, 2007 3:41 PM
To: Feeney, Kathryn L [EQ]
Cc: Hicks, Thomas
Subject: RE: Conference call

Either of these dates will work great for us. I will reserve both time slots for our team and will await your response for which appointment time may work best for you and your team.

Thank you,

Tom Hicks, ENP
Intrado Inc.
Director-Carrier Relations
Tel: (972) 772-5883
Mob: (972) 342-4482
Email: thomas.hicks@intrado.com

From: Feeney, Kathryn L [EQ] [<mailto:Kathryn.L.Feeney@embarq.com>]
Sent: Thursday, November 01, 2007 3:28 PM
To: Hicks, Thomas
Subject: Conference call

How about Nov. 8 3:30 to 5 or Nov. 9th 12-3 CST?

Kathryn L. Feeney
Manager - Contract Management
9300 Metcalf
Overland Park, KS 66212
Mailstop: KSOPKB0402-4674
(v) 913-534-2313
(f) 913-534-7833
Kathryn.L.Feeney@embarq.com